

TECHNICAL SERVICE AGREEMENT

This agreement is entered into by and between

**Low Associates, Inc
210 N. Ironwood Drive
South Bend, IN 46615
(Hereafter referred to as "Company")**

And

**Board of Commissioners of the County of Allen
1 East Main Street
Fort Wayne, IN 46802
(Hereafter referred to as "Customer")**

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GENERAL TERMS AND CONDITIONS

I. DEFINITIONS

"Documentation" shall mean the user manual and other similar information about the features and use of the program products. Such documentation shall be provided, at Company's option, in either hard copy or in electronic form.

"Database Management Software" shall mean a third party software product that supports the program product in transaction processing application in a distributed environment.

"Database" shall mean a large collection of data organized especially for rapid search and retrieval by a computer.

"Designated Holiday" means each of the following days: New Year's Eve, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the immediately succeeding Friday, Christmas Eve and Christmas Day.

"Software Release" means the original of or a successor to a specified program product and which is generally offered and expressly designated by the Company in its sole discretion as a Version.

"Software Error/Defect" Software Error/Defects means any failure of the program product to perform correct calculations.

"Program Products" means Company authored proprietary application software used by the Customer.

II. COMPENSATION

In consideration of the performance of such services as set forth in this Agreement, the Company will receive fees in the amounts set forth in the schedules attached. These fees are subject to change annually or as service changes and will not exceed 2% above the current year inflation index. Notice of such adjustment charges shall be invoiced to customer not later than thirty (30) days prior to billing date.

III. PAYMENT

Service shall be invoiced as specified on attached schedules. Customer agrees to pay the Company within thirty (30) days of an invoice. Company may at its discretion charge customer interest on any late payment at the rate of the lesser of Prime Interest Rate or 1.0% per month; except in the case of a genuine dispute over an invoiced amount, in which case interest charges are abated until the problem is resolved by agreement or court decision.

IV. TERM OF SUPPORT AGREEMENT

The initial Agreement shall commence upon the acceptance and signature of Agreement by both the Company and Customer and shall expire on December 31st of the calendar year following the initial Agreement. This Agreement shall renew automatically for an additional term of twelve (12) months unless either party provides the other written notice of termination one hundred fifty (150) days prior to the expiration date of the initial term or any subsequent twelve-month term.

V. AGREEMENT

This Agreement includes the schedules attached hereto and the 50IAC23 requirements set forth in the RFP upon which the agreement was predicated (known as Allen County RFP # 51-06) and, by this reference, made an integral part hereof and constitute the complete and entire Agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, oral or written, express or implied, and all negotiations, conversations or discussions heretofore had between the parties related to the subject matter of this Agreement. The attached schedules are subject to change annually. It is intended that while the schedule(s) would change periodically, the base agreement will remain in effect until terminated or amended. Proposed schedule changes will be submitted by June 1st for the subsequent Agreement term. The Customer agrees to make every effort to agree upon proposed schedule within (60) days following their submission, else written notice of termination should be provided per IV. Term of Support Agreement.

VI. CONFLICT

In case of conflict between the terms of this Agreement and terms of the attached schedule(s), the terms of the attached schedule(s) will control.

VII. SEVERABILITY/GOVERNING LAW

If any provision of this Agreement is declared invalid or unenforceable, such invalidity or unenforceability will not affect the balance of this Agreement, but the balance of this Agreement will be construed as if not containing the provision, and the rights and obligation of the parties will be construed and enforced accordingly, provided that same is not of a material nature and does not substantially affect the work or the cost associated. This Agreement will be interpreted under the laws of the State of Indiana.

VIII. DEFAULT

The Company may declare this Agreement in default (a) if the company has not received any payments due hereunder within thirty (30) days after their due date, or (b) the Customer fails to fulfill its obligation or violates any other term of this

Agreement and fails to correct such violation within thirty (30) days after written notice from the Company, or (c) the Customer violates the terms of any license or agreement for the software provided under this Agreement. Company may pursue any alternative or additional and cumulative remedies provided by law and may assess against customer all costs and attorney fees incurred in enforcing its right herein, to the extent permitted by law.

The Customer may declare this Agreement in default (a) if the company fails to install the program within the timeframe specified in RFP 51-06. (b) If the program does not meet the requirements outlined in this agreement. (c) If the company does not attempt to correct program defects per "XIX Company Responsibilities" within 30 days. (d) If the company is not able to or unwilling to become and/or remain compliant with all aspects of Indiana Legislative and Regulatory mandates directly impacting and/or pertinent to the usage of the program. Customer may pursue any alternative or additional and cumulative remedies provided by law and may assess against Company all costs and attorney fees incurred in enforcing its right herein, to the extent permitted my law.

IX. LIFE EXPECTANCY

Customer understands, acknowledges and agrees that the technology upon which computer equipment and software is built changes very rapidly. Company makes no representations that the software products identified in the Agreement will be functional for the Customer indefinitely. Future resources may be necessary which include, but are not limited to, additional disk storage and memory, as well as workstations/servers and third party software upgrades. The product provided the Customer hereunder will continue to be functional throughout the term of the then current agreement.

X. AMENDMENT

This Agreement shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived, in whole or in part, except in writing signed by both parties.

XI. INDEPENDENT CONTRACTOR

The relationship of the Company to the Customer will be that of an independent contractor, and no principal-agent or employee relationship is created by this Agreement.

XII. LIABILITY

During the term of this Agreement, Company shall maintain insurance coverage covering its operations as follows:

- A. Worker's compensation
- B. Employer's liability

Upon request by Customer, Company shall provide Customer with Certificate (s) of Insurance.

Company shall not be liable for:

Damages for delay or failure by Company to perform its obligations under this Agreement due to factors proven to be beyond its reasonable control.

Loss, damage or claim resulting from the products or services provided via this agreement except for loss or damage caused solely by the negligence of Company.

Notwithstanding any other provision of this Agreement, Company's liabilities under this Agreement, whether under contract law, tort law or otherwise shall in no event exceed Company's insurance coverage.

Current coverage consists of Commercial General Liability Insurance on an occurrence basis with not less than \$1,000,000 per occurrence.

To the extent that a claim is not within Company's insurance coverage, Company's liability shall in no event exceed the amount actually received by the Company.

Changes materially reducing the Coverage Terms/Amounts listed above will not be made without signature approval from the Board of Commissioners of the County of Allen.

XIII. WAIVER

No failure by either party hereto to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstance giving rise to such right.

XIV. REPRESENTATIONS OF CUSTOMER

The Customer is authorized to enter into and to carry out its obligations under this Agreement. This Agreement has been authorized, executed and delivered by the Customer in accordance with all applicable laws, rules, ordinances and regulations. This Agreement is valid, legal, binding and enforceable in accordance with its terms. The person signing this Agreement has the authority to do so, and is acting with the full authorization of the Customer's governing body.

XV. REPRESENTATIONS OF COMPANY

The Company is authorized to enter into and to carry out its obligations under this Agreement. This Agreement has been authorized, executed and delivered by the Company in accordance with all applicable laws, rules, ordinances and regulations. This Agreement is valid, legal, binding and enforceable in accordance with its terms. The person signing this Agreement has the authority to do so, and is acting with the full authorization of the Company's governing body.

XVI. NON-SOLICITATION CUSTOMER

For the duration of this Agreement and for the period of two (2) years following termination hereof, Customer shall not directly or indirectly recruit or attempt to recruit any employee or agent of Company or otherwise initiate any offer or promise of employment with any employee or agent of Company without the prior written consent of Company. If permission is granted by Company to Customer and an employee or agent of Company is employed by Customer any time prior to the termination of this Agreement or the two (2) year period thereafter, then Customer shall pay a fee to Company in the amount of two (2) times the annual salary of such employee or agent for the period in which such employee or agent is employed by Customer.

XVII. NON-SOLICITATION COMPANY

For the duration of this Agreement and for the period of two (2) years following termination hereof, Company shall not directly or indirectly recruit or attempt to recruit any employee or agent of Customer or otherwise initiate any offer or promise of employment with any employee or agent of Customer without the prior written consent of Customer. If permission is granted by Customer to Company and an employee or agent of Customer is employed by Company any time prior to the termination of this Agreement or the two (2) year period thereafter, then Company shall pay a fee to Customer in the amount of two (2) times the annual salary of such employee or agent for the period in which such employee or agent is employed by Company. Company has Employee Agreement prohibiting such activities without prior written consent.

XVIII. CUSTOMER RESPONSIBILITIES

Customer shall provide the Company with access to customer's facilities and use of Customer's office space, office equipment, computers and other equipment or records that may be required to perform the tasks described herein, including access after normal working hours and on weekends if required. The customer shall provide the necessary personnel to maintain security of the facility, as deemed appropriate by the Customer.

Customer shall create and maintain timely, accurate and readable electronic backups of all data, program and system files. Company shall not be responsible for data lost due to Customer's failure to maintain proper backups. Company shall not be responsible for data, which cannot be retrieved due to damage or faulty backup media or other circumstance beyond reasonable control.

Customer shall provide and maintain an outside connection to facilitate remote support services. This connection shall be installed prior to equipment/software installation.

XIX. COMPANY RESPONSIBILITIES

Company shall provide support services for the licensed software identified on RFP 51-6 and GAP Analysis related to RFP 51-6. Such services shall include troubleshooting, technical analysis, problem diagnosis and procedural assistance. Company shall provide all such services via telephone or on-site contact with Customer and/or remote access into customer's computer system.

Company shall be responsible for using due diligence to attempt to correct or cure any verifiable and reproducible defect in a program product by issuing corrected instructions, a restriction, a bypass or procedural work around or a new release. Company shall not be responsible for correcting any Defect in any version of the program product other than the most recent version/release of the program product.

Company shall issue a new release of the program products on a pre-arranged or regularly scheduled basis (random updates may occur if mutually agreed upon by Customer and Company prior to the update) to its contracted support customers. Such releases may include functionality enhancements, error corrections and modifications required by legislation and/or administrative rule.

On a pre-arranged or pre-planned basis, Company may develop a completely new version of a program product. Said version would typically incorporate the use of new technologies as well as the addition of significant functional enhancements. This may also include substantial modifications that become necessary because of changes in legislation and/or administrative rule.

New versions may require the Customer to pay additional license fees as deemed agreeable via signed approval of the Board of Commissioners of the County of Allen and Company. In such event, Company shall continue to support the current version of the program product for a period not to exceed (24) months using the then current agreement as a guideline for services and costs. Customer will be granted a window of (90) days to determine if the continuation of the agreement is viable in light of revised fees. Should the Customer determine that moving

forward with the agreement is not in the best interest this contract shall terminate on the last day of the year for which the then current agreement is applicable without penalty or expense to the Customer of any kind whatsoever. After such termination of this contract, the Customer shall have no continuing obligation to make purchases under this contract. No right of action or damages shall accrue to the benefit of the Company or its assignee as to that portion of this contract, which may so terminate.

The company shall maintain a trained staff capable of rendering the services set forth herein and will perform its services under this Agreement in a professional manner consistent with standard industry practices.

The Company will safeguard any materials, equipment and information provided by the Customer including 3rd party software products, during the term of this Agreement in a manner prescribed by the Customer without additional cost to the Customer (unless prescribed safeguards are greater than the then current industry standards). In lieu of specific guidance from the Customer, the Company will comply with applicable state laws, rules, ordinances and regulations to prevent unauthorized disclosure of Customer information.

XX. INTERNET ACCESS

Company shall not be liable except for loss or damage caused solely by the negligence or intentional acts of the Company its employee's agents and representatives or the non-compliance with Customer prescribed safeguards. Customer hereby assumes the risk of and shall indemnify and hold harmless the Company from and against any claim, loss, damage or expense, either direct or indirect, incurred, made or suffered by Customer in connection with or in any way arising out of Customer's use of the Internet, including, but not limited to, any occurrences of (a) unauthorized access by any party (hacking) into any of Customer's equipment, software or databases and (b) computer viruses downloaded to or found to exist on Customer's equipment, software or databases, unless it can be proven that the aforementioned risk/harm was directly caused by non-compliance with Customer prescribed safeguards.

In the event Customer experiences problems associated with or caused by instances of hacking and/or computer viruses and requests Company's technical assistance, Company shall provide such assistance at its then standard rates, plus travel expenses, except as covered by technical agreements already in place. No costs shall be incurred by the Customer in the event that the Company is responsible (Reference previous Section XX Paragraphs to determine responsibility definitions).

XXI. GENERAL

Customer shall maintain a telephone support line to report problems to support staff associated with the covered products listed on Attached Schedules. Telephone support is not intended to serve as a training facility.

Service coverage is 7:30 a.m. to 4:30 p.m. South Bend time, Monday through Friday, excluding Designated Holidays (Outlined in the General Terms and Conditions section). Special Support if necessary can be scheduled. Emergency or unscheduled support (All support NOT Monday through Friday between 7:30am and 4:30pm South Bend Indiana time or NOT previously scheduled could be considered Emergency/Unscheduled support) will be billed at the then current Level 1 Technical Services/Support Agreement rate plus expenses with a four (4) hour minimum.

The Company shall activate an escalation plan to involve the necessary technical resources in the event of extraordinary circumstances. In certain situations a problem may require special effort to return the system, to normal operation, i.e., reloading of system and/or application software, restoration of data files, etc. In such cases it may be necessary to secure the onsite services of a Company technician. These services will be provided per the Technical Service Support Agreement (Schedule B attached). Expenses incurred by the company to resolve software error/defects in the program product will be paid for by the Company.

Company shall have no responsibility or liability with respect to any problems associated in any way with Customer's installation and/or use of any equipment, system or application software purchased by Customer from another vendor outside of Company provided recommendations/specifications. Customer acknowledges that its use of such products (outside of Company recommendations/specifications) may adversely affect the operation of those products supplied by Company. In such event Company will provide it best efforts to identify and if practical to resolve the problem. These services will be provided per the Technical Service/Support Agreement (Schedule B attached).

APPLICATION SOFTWARE

I. DELIVERABLES

During the term of Agreement the Company does hereby grant and Customer accepts personal, nontransferable and nonexclusive perpetual right and license to use the application software identified on the attached Schedule.

II. OWNERSHIP/CONFIDENTIALITY

Customer acknowledges that the program products, including all underlying intellectual property rights, are and shall remain the exclusive property of Company and that Company holds the copyright interests therein, the program products being treated as unpublished works. Customer further acknowledges that the program products incorporate trade secrets and confidential information of Company, and Customer shall hold the trade secrets and confidential information in trust and shall not disclose, publish, release, transfer or otherwise make available any program products, in any form, to any person other than an employee of Customer or Company without the prior written consent of Company, except during the period any such person is on Customer's premises for purposes specifically related to Customer's use of the program products. Customer shall take all reasonable steps to insure that its employees comply with the terms of the provision. Customer shall not allow the Company's program products to enter the public domain.

The program products shall be used only for the processing of Customer's own transactions and maintaining its own records. Customer shall not: (a) permit any third party to use the program products or the related documentation without prior written consent of Company, or (b) permit access thereto except by its employees, individuals hired by county, and/or associated government agencies as required to carry out duties the ordinary and normal course of business.

Customer shall have the right to copy the program products for backup and archival purposes only. Customer shall not remove any copyright, trademark, proprietary legends, or legal or warning notices included on or embedded in any program products. All copies made by Customer shall be the property of Company.

III. DATABASE MANAGEMENT SOFTWARE

Customer will purchase the third party's Database Management Software that the program product uses and will abide by agreement contract of the third party's Database Management Software.

- Third Party's Database Management Software Agreement Contract attached as Exhibit A

IV. WARRANTY

Each program product is warranted to conform to the specifications as provided in writing by the Company, as stated and agreed upon within RFP 51-06, as stated and agreed upon within GAP analysis related to RFP 51-06 (outlined in attached Schedules A, B, D, and E). Customer agrees that its sole and exclusive remedy and Company's sole obligation, if a program product warranted hereunder fails to conform to the applicable specifications, and Customer has advised Company of such failure in writing during the term of the warranty, is for Company to provide programming services to attempt to correct any defect in a timely manner. For purposes of this provision, non-conformance to specification and the term "error/defect" shall mean only significant deviations from the specifications for such current release of the program product.

THE ABOVE IS THE ONLY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, THAT IS MADE BY THE COMPANY WITH RESPECT TO PROGRAM PRODUCTS. THE COMPANY MAKES NO OTHER SUCH WARRANTY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH IS HEREBY DISCLAIMED. NO ORAL OR WRITTEN REPRESENTATIONS, INFORMATION OR ADVICE GIVEN BY THE COMPANY, ITS AGENTS OR ITS EMPLOYEES SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE FOR THAT PURPOSE.

V. INTELLECTUAL PROPERTY INDEMNITY

Company agrees to indemnify and defend Customer from any and all suits, judgments, damages, claims, demands, actions, causes of action, proceedings, expenses or liabilities of any nature, which are threatened or brought against or are incurred by Customer arising from a claim that the licensed application program product constitutes an infringement of any United States patent or copyright, or is a trade secret of another, provided, however, that Company is notified thereof promptly in writing. Company shall have the sole control of the defense of any such suit, proceeding or action. Company, in its sole discretion, shall have the right to settle any suit, proceeding or action, except such settlement may not adversely impact the customer, unless the customer consents to the settlement.

If the use of any element of a program product is enjoined or prohibited or threatened to be enjoined or prohibited as a result of any such claim, suit, action,

proceeding or settlement, Company shall have the right to (a) procure for Customer the right to continue to use said element; (b) replace said element with a comparable element which is non-infringing or is not such a trade secret; (c) modify said element so it becomes non-infringing or no longer is such a trade secret; or (d) terminate the license for said element and credit Customer the amounts Customer has paid to Company for said program product. If this element makes the Company in violation per the warranty the company could be in default.

VI. TERMINATION

Within thirty (30) days after the termination or cancellation for any reason of the license(s) granted hereunder, Customer shall certify, in writing, to Company that it has destroyed all electronic and/or archival copies of the program products. With written authorization from the Company the Customer shall be permitted for a reasonable period thereafter to retain one copy of certain materials for record or conversion purposes. The specific materials and period of time the Customer may retain them shall be determined at the time of termination or cancellation and agreed to in writing by the Customer and the Company.

If Company has ceased its ongoing business operations and is not providing the services per this contract regarding the sale or support of "Company authored proprietary application software"; Company will release the then current version of the source code from a trust to Customer within (30) days specifically for the purpose of converting software/data.

This Agreement shall be binding upon the successors and assigns of the parties, provided, however, that no assignment shall be made by either party without the prior consent of the other. Any attempt by either party to assign this Agreement or any of the right or duties hereunder contrary to the foregoing provision shall be void.

Notice permitted or required under this Agreement shall be deemed acceptable when mailed by certified mail, postage prepaid, or when dispatched by facsimile, telex, or cablegram (and followed by a written confirmation mailed by certified mail, postage prepaid, within twenty-four hours after such dispatch).

VII. LOW SOFTWARE LICENSE AGREEMENT

IMPORTANT: By loading and using this software, you agree to all of the terms of this Agreement. Do not load this software until you have carefully read and agreed to the following terms and conditions. If you do not agree to the terms of this Agreement, do not install or use this software.

LICENSE: Company grants Customer the following non-exclusive, non-transferable, royalty-free, copyright license subject to the terms of this Agreement. Company grants you the right to copy the software and materials ("Materials") onto a computer for your use. You will not use copies in excess of your purchase agreement, and further, you will not copy, modify, see or transfer any part of the materials except as provided in this Agreement. You will not reverse engineer, recompile, or disassemble the software.

Licensing details specific to this agreement are as follows:

- The software authored by company provides for an unlimited number of users. The number of users is however dependent on the equipment and other software license limitations.

OWNERSHIP AND COPYRIGHT OF MATERIAL: Title to the Materials and all copies thereof remains with Company or its suppliers. The Materials are copyrighted and are protected by United States copyright laws and international treaty provisions. You will not remove the copyright notice from the Materials. Except as expressly provided herein, Company does not grant any express or implied right to you under Company patents, copyrights, trademarks, or trade secret information.

Company and Customer, by signature below, acknowledge that they have read this Agreement, including the schedules, understand it, and agree to all its terms and conditions. This Agreement constitutes the entire Agreement, between the parties and supersedes all prior communications, proposals, or agreements relative to the hardware, software or services outlined herein.

Low Associates, Inc.

Low Associates, Inc.
210 N. Ironwood
South Bend, IN 46615

BY: Low Associates, Inc
NAME: _____
TITLE: _____
DATE: _____

Customer

Board of Commissioners of the County of Allen
1 East Main Street
Fort Wayne, IN 46802

County of Allen
NAME: _____
TITLE: _____
DATE: _____

NAME: _____
TITLE: _____
DATE: _____

NAME: _____
TITLE: _____
DATE: _____

SCHEDULE A

Base Software License: Property Tax System

Terms of Agreement: **One time cost.**
(Base Software license requires an annual Maintenance/License Fee)

Base Software License \$370,000

Preferred Customer Discount (\$75,000)

Payment Due Date: (The system live date but not before January 1, 2008) **\$295,000**

Property Tax System

Property Tax System
Network Version (Unlimited Users)
ProVal Real Estate Assessed Value Interface
ProVal Mobile Home Assessed Value Interface
Personal Property Application Interface
Auditor's 2003A Data Export
Tax History Retention
Lock Box Processing
Remote Connection Software
OCR Line for Lock Box Processing
ASCII Billing Export (Certified IT)

Customer _____ Date _____
Company _____ Date _____

The Software proposed requires properly configured Network Hardware. For equipment requirements, see: www.lllow.com. Low Associates is a Dell Computer provider and can supply all of the necessary equipment, including preparation and installation needs.

FEES ABOVE INCLUDE ALL EMPLOYEE EXPENSES:
LOCAL, STATE, AND FEDERAL TAXES, INSURANCE, VACATION, SICK
LEAVE, TRAINING, HOLIDAYS, OVERTIME, RETIREMENT ALLOWANCE AND
ANY OTHER EMPLOYEE COSTS, DIRECT OR INDIRECT.

SCHEDULE B

Technical Service/Support Agreement Property Tax

Terms of Agreement: July 1, 2007 through December 31, 2008.

Technical Services

\$114,800

Payment will be broken into 2 amounts

1. Initial 30% payment will be due 30 days after date of contract signing
2. Final 70% payment will be due the later of Jan. 1st, 2008 or implementation date

Technical Service/Support will be used for the following:

All technical service/support not covered in Schedule A

Technical Service/Support to be provided includes but is not limited to:

Data Conversion

Training on Licensed Software and related Software

Staff Development and retraining on any software as requested

Hardware Installation and Setup

Installation of Application Software

Installation of Data Base Software

Installation of other Software as required

Consulting and planning as required and requested by Authorized customer personnel.

Staff assigned as required.

Technical Services will be reviewed and a new fee established on an annual basis. The fee presented above is a first year fee which includes significant startup expenses (i.e. conversion, initial training on Windows applications, etc.). Year-end balances of annual Technical Services will be carried forward. Company will provide a quarterly report of how hours/funds associated with this Schedule have been utilized. The format of this report will be provided in the Company's current format (Copy of current report has been provided as Exhibit B). The Company will work with Customer to modify the format to meet Customer needs as allowable within system constraints.

Customer _____ Date _____
Company _____ Date _____

FEES ABOVE INCLUDE ALL EMPLOYEE EXPENSES:
LOCAL, STATE, AND FEDERAL TAXES, INSURANCE, VACATION, SICK LEAVE,
TRAINING, HOLIDAYS, OVERTIME, RETIREMENT ALLOWANCE AND ANY OTHER
EMPLOYEE COSTS, DIRECT OR INDIRECT.

SCHEDULE C

Annual Maintenance/License Fee – Property Tax System

Terms of Agreement: January 1, 2008 through December 31, 2008
Services will be billed semi annually due January 1st and July 1st

Software Maintenance For Application **\$93,492 annual fee**
The first year will be prorated and billing will begin the first month
After installation.

Software Designed, Authored And Licensed By Low Associates

- Software maintenance/support shall include individual program additions or changes which correct program failure, enhance program performance and/or improve presentation.
- All Low software products are subject to continued revisions.

Property Tax System
Unlimited Users)
ProVal Real Estate Assessed Value Interface
ProVal Mobile Home Assessed Value Interface
Auditor's 2003A Data Export
Tax History Retention
Lock Box Processing
Remote Connection Software
OCR Line for Lock Box Processing
ASCII Billing Export (Certified IT)

License of Software above allows for a single installation except as noted.

Annual Maintenance Fee includes support questions regarding the application software via our software support phone number or application software trouble-shooting and resolution via a modem. If appropriate, application software support may also be provided via the internet, mail, or email. The annual Maintenance Fee also includes software updates necessary to correct software defects or periodic software updates for enhancements to the application software provided by Low. All Low software products are subject to continued revisions. Any services not covered by the Annual Maintenance/License Fee can be provided through the use of the Technical Service/Support Agreement.

Customer _____ Date _____
Company _____ Date _____

**FEES ABOVE INCLUDE ALL EMPLOYEE EXPENSES:
LOCAL, STATE, AND FEDERAL TAXES, INSURANCE, VACATION, SICK LEAVE,
TRAINING, HOLIDAYS, OVERTIME, RETIREMENT ALLOWANCE AND ANY OTHER
EMPLOYEE COSTS, DIRECT OR INDIRECT.**

SCHEDULE D
Property Tax System
Modifications Per GAP Analysis Request Meeting

Technical Services

\$98,400

Payment will be broken into 2 amounts

1. Initial 30% payment will be due 30 days after date of contract signing
2. Final 70% payment will be due the later of Jan. 1st, 2008 or implementation date

Technical Service/Support will be used for the following (see page 2 for a more detailed description of each item):

Item #

- | | |
|----|---|
| 1 | 17T Refund Program |
| 2 | AA/CE Adjustments |
| 28 | Ability to Override Exemptions and Deductions |
| 2 | Features for Providing Browser Based Usage |
| 21 | Address Question |
| 26 | Data Conversion |
| 37 | Web-Base Inquiry |
| 39 | Cashiering |
| 40 | Standardized Names and Addresses |
| 4 | Bill Maintenance |
| 10 | Pay Tax Bills Via The Web |
| 12 | Real Time Payment History |
| 30 | Ability to Exclude Penalties |

Software Maintenance For the Above Application Modifications (to be added to the maintenance presented on Schedule C) \$15,000 annual fee

Any associated cost for the Web X client used for the required remote access connection will be taken from the technical service account.

Customer _____ Date _____
Company _____ Date _____

**FEES ABOVE INCLUDE ALL EMPLOYEE EXPENSES:
LOCAL, STATE, AND FEDERAL TAXES, INSURANCE,
VACATION, SICK LEAVE, TRAINING, HOLIDAYS, OVERTIME,
RETIREMENT ALLOWANCE AND ANY OTHER EMPLOYEE
COSTS, DIRECT OR INDIRECT.**

SCHEDULE D
Property Tax System
Modifications Per GAP Analysis Request Meeting
Page 2

Unless noted otherwise, all software enhancements described below will be available by system implementation which is anticipated for January 2008.

Item #

- 1 17T Refund Program – A new option will be designed and implemented for refunds. It will include the printing of the 17T that would reflect the new values (assessed values and/or exemptions).
- 2 AA/CE Adjustments – The AA/CE process will be changed to automate the calculation of these adjustments. The resulting corrected tax bill would also reflect the new values.
- 28 Ability to Override Exemptions and Deductions – see AA/CE Adjustments above.
- 2 Features for Providing Browser Based Usage – A new option will be created to export the data required for a web based system to be provided by Certified IT for use by internal and external users. See Schedule E.
- 21 Address Question – The capability to store the property address, mailing address and billed to address are included in the current system.
- 26 Data Conversion – Conversion of 10 years of historical data from the existing Allen County Tax and Billing Platform will be accomplished. Conversion file layouts will be defined by Low Associates for Allen County to provide this data. Conversion of the historical data will be started after the initial system implementation (of the current and future years) with all years being completed by the 3rd quarter 2008.
- 37 Web-Base Inquiry – Web based capabilities for taxpayer to receive, view and print tax information through a secure internet portal will be provided. See Schedule E.
- 39 Cashiering – Changes will be made to allow for the ability to attach an automated cash drawer to the receipting process. This will allow the cash drawer to be opened only at the appropriate time during this process to provide for security.
- 40 Standardized Names and Addresses – Standardized addresses in the system can be accomplished by Allen County selecting a source for the “master”. Low Associates would provide a file layout for accomplishing this update. The Property Tax System addresses could then be updated on a periodic basis based on data from the “master” in the defined format.
- 4 Bill Maintenance – The ability to perform tax bill maintenance (modify wording) is included with the current system. When printing tax bills a user-defined “print info” message is available for just such a purpose.
- 10 Pay Tax Bills Via The Web – The capability to pay tax bills via the web using an application by Certified IT is included in the current system.
- 12 Real Time Payment History – The ability to perform real time payment history searches is included in the current system.
- 30 Ability to Exclude Penalties – Changes will be made to allow a system parameter to be set that will exclude penalties from being calculated at settlement for properties coded as being in bankruptcy. A listing of such parcels will be generated at that time.

FEES ABOVE INCLUDE ALL EMPLOYEE EXPENSES:
LOCAL, STATE, AND FEDERAL TAXES, INSURANCE, VACATION, SICK LEAVE,
TRAINING, HOLIDAYS, OVERTIME, RETIREMENT ALLOWANCE AND ANY OTHER
EMPLOYEE COSTS, DIRECT OR INDIRECT.

SCHEDULE E
Property Tax System
Modifications Per GAP Analysis Request Meeting
Web Based Inquiry System

Technical Services \$60,000

Payment will be broken into 2 amounts

1. Initial 30% payment will be due 30 days after date of contract signing
2. Final 70% payment will be due the later of Jan. 1st, 2008 or implementation date

Estimated Costs for Hardware Required for this Application \$13,700

Two File Servers (One Local and One Remote)

Two Cisco Pix 501

Server Install and Configuration

- Allen County will purchase necessary hardware using existing QPA contracts

Software Maintenance for this Specific Application \$2,500

(Annual Maintenance Fee to be billed 30 days after system live date but not before January 1, 2008.)

Terms and Conditions for Schedule E

- Low Associates will commit to and provide a data map and the data required to Certified IT in a format and gateway defined by Low Associates.
- Certified IT and Allen County will jointly work together to identify the specifications and details for the development of the web based product.
- Low Associates will channel all support issues regarding this system to Certified IT.

Schedule E is to provide the following items from the GAP analysis:

Item #

- | | |
|----|---|
| 2 | Features for Providing Browser Based Usage
A web based system to be provided by Certified IT for use by internal and external users. |
| 37 | Web-Base Inquiry
Web based capabilities for taxpayer to receive, view and print tax information through a secure internet portal will be provided. |

Allen County shall, during the term of the contract for this product, hold harmless Low Associates Inc., its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney fees.

Customer _____	Date _____
Company _____	Date _____

Exhibit A (Third Party's Database Management Software Agreement Contract)

LICENSE: Company grants Customer the following non-exclusive, non-transferable, royalty-free, copyright license subject to the terms of this Agreement. Company grants you the right to copy the software and materials ("Materials") onto a computer for your use. You will not use copies in excess of your purchase agreement, and further, you will not copy, modify, see or transfer any part of the materials except as provided in this Agreement. You will not reverse engineer, recompile, or disassemble the software.

①

LOW

Company and Customer, by signature below, acknowledge that they have read this Agreement, including the schedules, understand it, and agree to all its terms and conditions. This Agreement constitutes the entire Agreement, between the parties and supersedes all prior communications, proposals, or agreements relative to the hardware, software or services outlined herein.

Low Associates, Inc.

Low Associates, Inc.
210 N. Ironwood
South Bend, IN 46615

BY: Low Associates, Inc
NAME: *Shawn J. Low*
TITLE: *V.P. GOVERNMENT OPERATIONS*
DATE: *7-13-07*

Customer

Board of Commissioners of the County of Allen
1 East Main Street
Fort Wayne, IN 46802

County of Allen
NAME: *Fredson Lett*
TITLE: *Allen County Commissioner*
DATE: *July 13, 2007.*
NAME: *Glenn F. Blain*
TITLE: *Allen County Commissioner*
DATE: *July 13, 2007.*
NAME: *Wm L. R.*
TITLE: *Allen County Commissioner*
DATE: *July 13, 2007.*